

Hearing Date: TBD

JAFFE RAITT HEUER & WEISS, P.C.
Paul R. Hage (P70460) (Pro Hac Vice)
27777 Franklin Road, Suite 2500
Southfield, MI 48034
Telephone: 248.351.3000
Facsimile: 248.351.3082
E-mail: phage@jaffelaw.com
Counsel for Ideal Setech, L.L.C.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

	X	
	:	
In re	:	Chapter 11
	:	
GENERAL MOTORS CORP., <i>et al.</i> ,	:	Case No. 09-50026 (REG)
	:	(Jointly Administered)
Debtors.	:	
	:	
	X	

**IDEAL SETECH, L.L.C.'s LIMITED OBJECTION TO NOTICE OF (I) DEBTORS'
INTENT TO ASSUME AND ASSIGN CERTAIN
EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL
PROPERTY, AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL
PROPERTY AND (II) CURE COSTS RELATED THERETO**

Ideal Setech, L.L.C. ("Ideal"), by its undersigned counsel, hereby files this limited objection (the "Objection") to the Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Costs Related Thereto (the "Assignment Notice"), served upon Ideal by the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), pursuant to this Court's Bidding Procedures Order [Docket No. 274], only as it relates to the Proposed Cure Amount, and in support thereof states as follows.

Background

1. The Debtors commenced these voluntary cases under chapter 11 of the Bankruptcy Code on June 1, 2009 (the "Commencement Date").

2. On June 2, 2009, this Court entered an order (the "Bidding Procedures Order") approving the Debtors' bidding procedures, which includes procedures regarding the Debtors' assumption and assignment of its executory contracts.

3. Ideal is in receipt of an Assignment Notice dated as of June 5, 2009, which provides that the Debtors intend to assume and assign the Debtors' agreements with Ideal (the "Ideal Assumable Executory Contracts").

4. The Debtors have directed Ideal to access the Debtors' Contract Website [www.contractnotices.com] using a specific username and password to identify the amount that the Debtors allege to be owing under the Assumed Contracts (the "Proposed Cure Amount"). To date, Ideal has been unable to access the Debtors' Contract Website using the username and password provided. Despite repeated calls to the Debtors, Ideal is unable to determine the Proposed Cure Amount.

5. Ideal has no objection to the assumption and assignment of the Ideal Assumable Executory Contracts, but rather files this limited objection, out of an abundance of caution, only as to any discrepancy between the Proposed Cure Amount and the amount actually owed under the Ideal Assumable Executory Contracts.

6. The Bidding Procedures Order and the Assignment Notice limit the Proposed Cure Amount to such amounts that were owing as of the Commencement Date, and not the date the contracts will actually be assumed by the Debtors and assigned to the Purchaser (as defined in the Assignment Notice). Amounts owing after the Commencement Date must either be paid

at the time of assumption of the Ideal Assumable Executory Contracts or be paid in the normal course of the Debtors' business.

Objection

7. Ideal does not object to the sale of Debtors' assets as contemplated in the Sale Motion or to the assumption of the Ideal Assumable Contracts by the Debtors and the assignment thereof to the Purchaser.

8. Out of an abundance of caution, Ideal objects to the Proposed Cure Amount because it may not include all of the \$2,277,800.29 owing to Ideal with respect to the purchase orders and invoices identified on Exhibit A.

9. The total Cure Amount should be \$2,277,800.29.

10. Ideal will meet and confer with the Debtors and the Purchaser in order to resolve the dispute concerning the Proposed Cure Amount for the Ideal Assumable Executory Contracts.

WHEREFORE, Ideal respectfully requests that the Court determine that the Proposed Cure Amount to be paid to Ideal for the Ideal Assumable Executory Contracts as of the Commencement date is \$2,277,800.29.

JAFKE RAITT HEUER & WEISS, P.C.

By: /s/ Paul R. Hage

Paul R. Hage (P70460)
27777 Franklin Road, Suite 2500
Southfield, MI 48034
Telephone: 248.351.3000
Facsimile: 248.351.3082
Email: phage@jaffelaw.com
Counsel for Ideal Setech, L.L.C.

Dated: June 12, 2009
1757902.01

EXHIBIT A
Cure Amount

Invoice Date	Invoice Amount	Inv/Ref #	Purchase Order #
3/31/2009	\$122,659.75	203IN	TTR34493
3/31/2009	\$19,199.20	202INR	TTR34486
3/31/2009	\$113,394.25	IN-210	WAR79031
3/31/2009	\$43,873.12	204-IN	YTR00438
3/31/2009	\$43,952.87	187-IN	YTR00435
3/31/2009	\$107,148.50	205-IN	YTR00434
3/31/2009	\$51,325.00	0000209-IN	INR66521
3/31/2009	\$23,135.94	0000208-IN	INR66525
4/3/2009	\$32,506.11	40,309	FMR91071
4/5/2009	\$6,257.32	213IN	TTR34501
4/5/2009	\$30,664.93	219INR	TTR34500
4/5/2009	\$68,347.06	2121-IN	WAR79093
4/5/2009	\$26,787.12	222-IN	YTR00439
4/5/2009	\$14,983.33	214-IN	YTR00443
4/5/2009	\$12,831.25	0000228-IN	INR66529
4/10/2009	\$55,163.21	41,009	FMR91072
4/12/2009	\$15,637.45	220IN	TTR34503
4/12/2009	\$30,664.93	221INR	TTR34502
4/12/2009	\$53,941.15	217-IN	WAR79105
4/12/2009	\$26,787.12	224-IN	YTR00440
4/12/2009	\$15,117.68	223-IN	YTR00444
4/12/2009	\$6,684.21	0000258-IN	INR66533
4/12/2009	\$12,831.25	0000230-IN	INR66530
4/17/2009	\$37,089.14	41,709	FMR91080
4/19/2009	\$13,709.77	233IN	TTR34509
4/19/2009	\$30,664.93	234IN	TTR34508
4/19/2009	\$65,722.35	231IN	WAR79173
4/19/2009	\$26,787.12	236-IN	YTR00441
4/19/2009	\$43,324.91	235-IN	YTR00445
4/19/2009	\$20,403.39	0000259-IN	INR66534
4/19/2009	\$12,831.25	0000240-IN	INR66531
4/24/2009	\$45,310.63	42,409	FMR91092
4/26/2009	\$30,664.96	244INR	TTR34518
4/26/2009	\$13,205.07	243IN	TTR34517
4/26/2009	\$65,929.91	241-IN	WAR79174
4/26/2009	\$26,787.14	246-IN	YTR00442
4/26/2009	\$29,589.78	245-IN	YTR00446
4/26/2009	\$18,639.35	0000260-IN	INR66535
4/26/2009	\$12,831.25	0000252-IN	INR66532
4/30/2009	\$7,682.45	253IN	TTR34521
4/30/2009	\$15,239.55	254IN	WAR79211
4/30/2009	\$17,108.83	255-IN	YTR00447
4/30/2009	\$11,888.15	0000261-IN	INR66536
5/1/2009	\$31,821.10	50,109	FMR91093
5/8/2009	\$58,447.39	50,809	FMR91100
5/10/2009	\$15,441.26	271IN	TTR34528
5/10/2009	\$5,833.21	270IN	TTR34529
5/10/2009	\$67,549.73	262-IN	WAR79269
5/10/2009	\$26,787.12	265-IN	YTR00458
5/10/2009	\$15,156.60	51,009	YTR00459
5/10/2009	\$51,360.66	0000268-IN	INR66538
5/15/2009	\$49,426.88	51,509	FMR91104
5/17/2009	\$15,441.26	273IN	TTR34527
5/17/2009	\$43,488.99	275INN	WAR79310
5/17/2009	\$26,787.12	279-IN	YTR00460
5/17/2009	\$23,364.51	51,709	YTR00461
5/17/2009	\$23,405.67	0000283-IN	INR66539
5/24/2009	\$15,441.26	274IN	TTR34526
5/24/2009	\$12,811.47	294	WAB11609
5/24/2009	\$23,129.11	295	WAB11609
5/24/2009	\$64,893.59	298	YTB0008
5/24/2009	\$26,787.12	297	YTB0008
5/24/2009	\$10,959.49	300	INB46169
5/24/2009	\$12,831.25	301	INB46169
5/31/2009	\$4,798.85	284	WAB11609
5/31/2009	\$23,129.12	285	WAB11609
5/31/2009	\$5,817.81	286	TTB27354
5/31/2009	\$30,664.93	287	TTB27354
5/31/2009	\$65,453.14	314	YTB0008
5/31/2009	\$26,787.14	289	YTB0008
5/31/2009	\$7,852.78	292	INB46169
5/31/2009	\$12,831.25	293	INB46169

TOTAL	\$2,277,800.29
-------	----------------